



TRIMBLE PROTECTED PROTECTION PLAN TERMS AND CONDITIONS

1. DEFINITIONS. As used herein, the following terms shall have the following meanings:

- 1.1. "Accidental Damage" means physical damage, breakage or failure of a Product as a result of sudden and unforeseen damage caused by external means.
- 1.2. "Environmental Damage" means damage from dust, heat, humidity, and salt air, provided that the Product is being used in accordance with the operator's manual and specifications.
- 1.3. "Fix" or "Fixes" means an error correction or other update created to fix a previous Software version that does not substantially conform to its published specifications.
- 1.4. A "Major Upgrade" means the addition of significant new features to Software, or the replacement of a current Product line by a new product containing new features e. Trimble reserves the right to determine, in its sole discretion, what constitutes a significant new feature and a Major Upgrade.
- 1.5. A "Minor Update" means when enhancements are made to current features in Software.
- 1.6. "Obsolete Technology" means a part or component utilized in Trimble's Software or Products that has been superseded by a new version or is commercially obsolete as determined by Trimble when acting in a commercially reasonable manner.
- 1.7. "Preventive Maintenance" means adjustment and calibration of the Products.
- 1.8. "Protection Plan" means the Software protection plan or Product protection plans discussed in these terms and conditions, including any combination thereof.
- 1.9. "Protection Plan Certificate" means the document issued by Trimble and provided to You by a Trimble authorized reseller listing those Products and Software for which You have purchased a Protection Plan.
- 1.10. "Product(s)" means those Trimble hardware products (including Spectra-branded hardware products) listed on the Protection Plan Certificate.
- 1.11. "TrimbleDealer" means a dealer authorized by Trimble to sell Trimble Protected Premium Protection Plans.
- 1.12. "Software" means the computer software listed on the Protection Plan Certificate provided with the Products purchased by You (whether the software is built into hardware circuitry as firmware, embedded in flash memory, or stored on magnetic or other media), or provided as a stand-alone computer software product.
- 1.13. "Trimble" means Trimble Inc. and/or its affiliates.
- 1.14. "Trimble Regional Service Center" means a Trimble factory service and repair center.
- 1.14. "Wear and Tear" means damage from repetitive use resulting in equipment that does not function to specification, excluding cosmetic damage that does not affect the functioning of the Product.
- 1.15. "You" or "Your" means the Purchaser or Company Name as set forth on the Protection Plan Certificate.

2. SOFTWARE PROTECTION PLAN

[APPLICABLE TO SOFTWARE PRODUCTS LISTED IN THE PROTECTION PLAN CERTIFICATE, IF ANY]

- 2.1 Software Protection Plan. During the Protection Plan period specified in the Protection Plan Certificate, You will be entitled to receive, at no additional charge, such Fixes and Minor Updates to the Software as Trimble may develop for general release, subject to the procedures for delivery to purchasers of Trimble software products generally. If You have purchased the Software, Products, or the Protection Plan from an authorized Trimble reseller rather than from Trimble directly, Trimble may, in its sole discretion, forward the Fix or Minor Update to the Trimble Dealer for final distribution to You. Major Upgrades, new products, or substantially new software releases, as identified by Trimble, are expressly excluded from the Software Protection Plan.
- 2.2 Software Protection Plan Exclusions. Trimble will not be obligated to provide maintenance for any Software that:
 - (a) has been altered or modified in any way without Trimble's authorization; (b) has problems resulting from interaction with third party software or hardware not supported by Trimble; (c) has problems caused by misuse, or improper or inadequate, installation, maintenance or storage by You; or (d) cannot be repaired or replaced due to Obsolete Technology.

3. PRODUCT PROTECTION PLAN

[APPLICABLE TO PRODUCTS LISTED IN PROTECTION PLAN CERTIFICATE, IF ANY. CERTAIN PRODUCTS ARE SUBJECT TO ADDITIONAL COVERAGE AND/OR TERMS AND CONDITIONS. PLEASE REFER TO SECTION 8, SPECIAL TERMS AND CONDITIONS, BELOW].

- 3.1. Product Protection Plan. During the Product Protection Plan period specified in the Protection Plan Certificate, Trimble warrants that the Products will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth in Section 3.2 below, the Protection Plan covers (a) damage from Wear and Tear; (b) Environmental Damage; and (c) power surge damage due to a surge in Trimble-manufactured power supplies.

Trimble will, at its option, either repair or replace Products that prove to be defective with the same or a similar Product. You will pay all shipping charges for Products returned for warranty repair service. Trimble will pay all shipping charges for the return of Products to You. These are Your sole remedies, and Trimble's sole liability, for any breach of the Protection Plan.

- 3.2. Product Protection Plan Exclusions. The Protection Plan only applies in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and (b) the Product is not modified, misused or abused. The Protection Plan shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (i) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or software); (ii) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (iii) the unauthorized installation, modification, or use of the Product; (iv) damage caused by accident; (v) damage caused by lightning or other electrical discharge or power surge from non-Trimble power supplies (except as provided in Section 8.3 below); (vi) fresh or salt water immersion or spray (outside of Product specifications), or exposure to environmental conditions for which the Product is not intended including damage caused by natural disaster or act of nature such as floods, fires,

tornadoes, hurricanes, earthquakes or any other environmental act that cannot be seen or prevented or other hazards outside of Trimble's control; (g) Products that cannot be repaired or replaced, in whole or in part, due to Obsolete Technology; or (vii) cosmetic damage.

4. REPAIR/REPLACEMENT POLICY AND PROCEDURES; SOFTWARE SUPPORT

If You have purchased the Software or Products or the Protection Plan from a Trimble Dealer and not from Trimble directly, You may either:

- (a) contact Your Trimble Dealer for repair assistance; or
- (b) return the defective Software and/or Products directly to the appropriate Trimble authorized service provider.

Trimble, or the Trimble authorized service provider, will repair the defective Software or Product and return it to You. Trimble, or the Trimble authorized service provider, reserves the right to use either new or refurbished replacement parts to repair the defective Software or Product. All used parts shall become the property of Trimble.

5. AUSTRALIAN CONSUMERS

Products come with guarantees that cannot be excluded under the Australian Consumer Law. If You purchased the Product in Australia, You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. In addition, You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. The Protection Plan is in addition to any mandatory rights and remedies that You may have under the Australian Consumer Law.

6. ADDITIONAL REQUIREMENTS

- 6.1. Your Product must be in good working condition to be eligible to have a Protection Plan attached to it. You must provide an accurate and valid serial number for each Product at the time of purchase of the Protection Plan.
- 6.2. Trimble reserves the right to refuse service or terminate the Protection Plan without any liability if You have provided false or misleading information during the purchase of the Protection Plan.
- 6.3. If Your coverage under a Protection Plan or factory warranty has expired by 90 days or more, renewal of maintenance coverage under Protection Plan will require additional reinstatement charges.

7. DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL TRIMBLE SOFTWARE, PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY EITHER TRIMBLE OR ANY OTHER PARTY INVOLVED IN THEIR CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION. THE ABOVE WARRANTIES SHALL NOT APPLY TO, AND TRIMBLE SHALL NOT BE RESPONSIBLE FOR, PERFORMANCE PROBLEMS RESULTING FROM YOUR DATA. THE ENTIRE RISK, AS TO THE QUALITY AND PERFORMANCE OF THE TRIMBLE SOFTWARE AND PRODUCTS AND DOCUMENTATION, IS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

USE OF CERTAIN PRODUCTS AND SOFTWARE IS DEPENDENT ON THE AVAILABILITY AND COVERAGE OF WIRELESS AND TELECOMMUNICATIONS NETWORKS AND TECHNOLOGIES, GLOBAL NAVIGATION SATELLITE SYSTEMS, AND THE INTERNET, WHICH INVOLVE FACILITIES OWNED AND OPERATED BY THIRD PARTIES ("CARRIERS"). TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF CARRIERS' SYSTEMS OR FACILITIES, OR FOR SUCH CARRIERS' ELECTION TO SUNSET CELLULAR SPECTRUMS OR TECHNOLOGIES IN THE FUTURE.

YOU AGREE AND ACKNOWLEDGE THAT EQUIPMENT, CABLES, ACCESSORIES AND PARTS MAY BE DISCONTINUED WITH OR WITHOUT WARNING, THAT PRODUCTS MAY NOT BE AVAILABLE, AND THAT FUTURE VERSIONS OF PRODUCTS MAY NOT BE BACKWARDS-COMPATIBLE WITH EXISTING CABLES, MOUNTS AND OTHER ACCESSORIES. YOU FURTHER ACKNOWLEDGE THAT TRIMBLE AND ITS PRODUCT MANUFACTURERS MAY DISCONTINUE PROVIDING SOFTWARE OR FIRMWARE UPDATES IN THE FUTURE, AND THAT NEW FEATURES AND FUNCTIONALITY MAY NOT BE AVAILABLE THROUGH OR COMPATIBLE WITH DISCONTINUED PRODUCTS OR PRODUCTS THAT ARE NOT RUNNING CURRENT SOFTWARE AND FIRMWARE. TRIMBLE WILL NOT BE LIABLE HEREUNDER OR RESPONSIBLE FOR REPAIRING OR REPLACING PRODUCTS TO THE EXTENT THAT SUCH CLAIMS RESULT FROM DISCONTINUED SOFTWARE OR FIRMWARE.

IN NO EVENT WILL TRIMBLE OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION, INSTALLATION OR DISTRIBUTION OF THE PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANY WAY TO THE PRODUCTS, SOFTWARE AND ACCOMPANYING DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN YOU AND TRIMBLE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THE AGREEMENT AND FORMED THE BASIS FOR DETERMINING FEES CHARGED.

BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, IF YOU ARE A CONSUMER, YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE CONSUMER PROTECTION LAWS AGAINST TRIMBLE OR THE ENTITY OR PERSON FROM WHOM YOU ACQUIRED THE PRODUCTS OR THE PROTECTION PLAN.

8. SPECIAL TERMS AND CONDITIONS

- 8.1. **TOTAL STATIONS AND SCANNERS.** If You purchased a total station or scanner Protection Plan that includes Preventive Maintenance, You will be entitled to one (1) Preventive Maintenance service for such Product for each year in which the Protection Plan is purchased. The Preventive Maintenance must be performed during the term of Your Protection Plan either by a Trimble authorized service provider that is certified to perform such services or a Trimble Regional Service Center.
- 8.2. **SX10 and SX12.** Notwithstanding the provisions of Section 8.1, if Your Product is an SX10 or an SX12 and You purchased a Protection Plan that includes Preventive Maintenance, You will be entitled only to one (1) Preventive Maintenance service for the Product during the Protection Plan period specified in the Protection Plan Certificate. The Preventive Maintenance service must be performed either by a Trimble authorized service provider that is certified to perform such services or by a Trimble Regional Service Center.

- 8.3. NETR9 and Alloy. If Your Product is a NETR9 or Alloy Receiver, except as set forth in Section 3.2 above, the Protection Plan covers damage from lightning or other electrical discharge, when used with properly installed surge suppression.
- 8.4. RAPID REPLACEMENT (AVAILABLE FOR AGRICULTURAL PRODUCTS ONLY). If You purchased a Trimble Protected Plus Rapid Replacement Plan, then during the term of such Rapid Replacement Plan, if Your Product does not conform to the warranty described in Section 3.1, You may contact Your authorized Protection Plan reseller to arrange for a rapid replacement of Your Product or accessory covered by such Rapid Replacement Plan. Your authorized Protection Plan reseller will contact Trimble technical support to verify a non-conformity in Your Product. The authorized Protection Plan reseller will replace the defective Product with (a) a new Product from such reseller's inventory, if available, or (b) a Product ordered from Trimble, which will be shipped with expedited shipping. Your authorized Protection Plan reseller will be responsible for returning Your original Product to Trimble and delivering the replacement Product to You. Your authorized Protection Plan reseller will be responsible for any necessary installation service for the replacement Product. All Products that are returned, and for which a replacement Product is provided, shall become the property of Trimble.
- 8.5. Trimble Protected Premium/Spectra Geospatial Protected Premium. If You purchased Trimble Protected Premium or Spectra Geospatial Protected Premium, Your Protection Plan includes Accidental Damage coverage for Your Products. Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) Your Product with a new or refurbished Product when it experiences a failure caused by Accidental Damage associated with the handling and use of Your Product. Trimble will replace Your Product one time, at which time Your Protection Plan is fulfilled and terminated. Accidental Damage coverage begins at point of Protection Plan sale, runs concurrently with the Trimble factory warranty, and throughout the Protection Plan period. Accidental Damage coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with the handling and use of Your Product, damage due to water immersion, cosmetic damage and / or other damage that does not affect the functionality of Your Product, damage from natural disaster, or damage caused during shipment between You and Your Trimble Dealer or a Trimble Service Center. If You purchased a Trimble Protected Premium or Spectra Geospatial Protected Premium protection plan bundle and all or part of Your Products are replaced, only the hardware portion of Your Protection Plan applicable to Your Products terminates, and the portion applicable to the Software You purchased remains in full force and effect. You can relinquish Your Trimble Access, SiteWorks, or Origin license and transfer it to a different Product to use until the expiration of Your Trimble Protected Premium or Spectra Geospatial Protected Premium Protection Plan.
- 8.6. Trimble Earthworks On Machine System.
- 8.6.1 **This Section 8.6 applies only if You purchased an Earthworks on machine system and Trimble Protected Premium and supersedes Section 8.5.** Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) any Product within such Trimble Earthworks on machine system (including any unserialized components such as cables and brackets) with a new or refurbished Product when it experiences a failure caused by Accidental Damage associated with the handling and use of Your Product as many times as are required until the expiration of Your Protection Plan. Accidental Damage coverage begins at the time of Protection Plan sale, runs concurrently with the Trimble factory warranty, and throughout the Protection Plan period. Accidental Damage coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with the handling and use of Your Product, damage due to water immersion, cosmetic damage and/or other damage that does not affect the functionality of Your Product, damage from natural disaster, or damage caused during shipment between You and Your Trimble Dealer or a Trimble Service Center.
- 8.6.2 If a hardware Product in Your Trimble Earthworks on machine system fails during the term of the Protection Plan, Trimble will repair or replace such Product as set forth in Section 3 of these Protection Plan terms and conditions. After the expiration of the Trimble Earthworks software warranty, You must purchase a Trimble Protection Plan that allows for license transferability to the replacement hardware Products in a Trimble Earthworks on machine system. See Your Trimble Dealer for details and available Protection Plans, including but not limited to XFER Protection Plans.
- 8.7. Trimble Access and Trimble Siteworks. Licenses for Trimble Access and Trimble Siteworks may be transferred to replacement Products with the purchase of an eligible Protection Plan, as specified in the relevant product documentation. See Your Trimble Dealer for details and available Protection Plans.

9. MISCELLANEOUS

- 9.1. Not Insurance. The Protection Plan is not an insurance policy. Notwithstanding the foregoing, in certain jurisdictions the Accidental Damage coverage component of the Protection Plan may constitute insurance, in which case additional terms and conditions of the underwriter shall follow these terms and conditions.
- 9.2. Assignment & Transferability. The Protection Plan may only be transferred (a) by Trimble to a new Product in the exercise of Trimble's replacement option under Section 3.1 or (b) by You, in the event of sale or transfer of the Products to a new owner. Notification of the ownership transfer must be given to Trimble, and the new owner must register with Trimble. Trimble will not be required to provide services under the Protection Plan to any assignee or transferee who is not registered with Trimble.
- 9.3. Entire Understanding; Modifications; Severability. The Protection Plan sets forth the entire understanding of the parties regarding its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements. No change to the Protection Plan or these terms and conditions will be effective unless in writing and signed by Trimble. In the event any portion of the Protection Plan or these terms and conditions is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Protection Plan and these terms and conditions, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.
- 9.4. Force Majeure. Neither party will be liable for any default, delay, or non-performance of its obligations under these terms and conditions (except for Your payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, obsolete technology, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 9.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.
- 9.5. Governing Law; Jurisdiction and Venue. The Protection Plan and any dispute, claim or controversy arising therefrom shall be governed by the laws of the applicable location set forth below, unless expressly prohibited by local law, in each case without reference to "conflict of laws" principles. If You have acquired the Products, Software, or Protection Plan that is subject to the dispute, claim or controversy in:
- The United States: The Protection Plan shall be governed by and construed under Delaware law and applicable United States federal law, without reference to "conflict of laws" principles or provisions.
 - Canada: The Protection Plan is governed by the laws of the Province of Ontario, Canada.
 - The rest of the world: The Protection Plan shall be governed by and construed by the laws of The Netherlands. Venue for any claim or dispute hereunder shall be the courts of Amsterdam, The Netherlands.
 - The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Notwithstanding the provisions of this paragraph, Trimble shall have the right to seek relief in any court of competent jurisdiction to obtain injunctive relief.

Contact Information:

[U.S. purchasers only]

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END OF TERMS AND CONDITIONS

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